G. R. S. 59]

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To be preserved
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GENERAL AND REVENUE SECRETARIAT.

1903
(Gen. Jun.)

File No. 1–13

Serial Nos. 1–2

Papers Filed.

Month July 13

SUBJECT

John Taylor and Sons' new agreement regarding power supply to mining companies

PREVIOUS REFERENCES.	LATER REFERENCES.

Manganese
4-7-13.

GPB—8,000—5-4-07

G.R.S. 11] 1913-14

GENERAL AND REVENUE SECRETARIAT

(97)

NOTES.

File No. 1 – '13

FILE HEADING.

John Taylor & Sons' New Agreement regarding power supply to Mining Companies.

From

The Chief Engineer

No. C. 44/72 Dated 28.6.'13 Received 1.7.'13

Diary No. 1	Enclos.	Spare Copies.	Serial No. 1

BRIEF ABSTRACT OF LETTER.

Fd. copy of copy of letter of 17th June 1913 from Messrs. John Taylor & Sons Committee, concerning, to letter with copies of new Agreement & Final draft; & requests that as Govt are anxious to get the Agreement signed within a week the Engr's opinion may be furnished in 4 days.

NOTES AND ORDERS.

× Submitted ~~with the previous papers~~.

× These an immediate requisition has been sent up to D.W.S. & P. for the previous papers.

A.M.M.-77 1/7/13 Mukerjee

Have the reasons yet been received for non-submission of [illegible] always been made the subject of separate [illegible]

Subs. Put up. A.M.M.-77 2/7/13 Mukerjee

2-7-13

NOTES—First Sheet.

GPB—35,000—15 6-12

R. S. 12]

General and Revenue Secretariat.	File No. 1 of 1913
Serial No.	
	The Verbal alterations are not material
	The Contract is accepted
	3.7.13
	Secy)

Financial Secretary's Note on the final draft of John Taylor & Sons Power Agreement.

Main Agreement.

(1) Page 3. para 7.

Who are Government's London Agent in the matter ?

As we are required to give notice to the Company in London, should not the Company give notice to us in Bangalore ?

Second Schedule.i.e. Agreement with individual Companies.

(2) Page 6, para 2(a)

Should not the words "within one year from the 16th July 1912" be changed considering that we are already in July 1913?

Perhaps clause (a) of ~~para~~ para 2 may be deleted altogether.

(3) Are the words "a total of" in the last line of para 2 (d) appropriate, seeing that what is meant is 7,500 in addition to power derived from the first second and third installations ?

(4) Para 3, pages 6-7.

(3) "If at any time and from whatever cause the Government shall wholly ~~sus~~ suspend the work on the Dam in connection with the Reservoir Scheme for a period of six months or if the amounts of power mentioned in Clause 2 hereof are not available at the times stated therein, the Company ~~will~~ shall be at liberty

by notice in writing to the Government to rescind this Agreement". . . . . .

The power referred to in clause 2 (a) will apparently not be available at the time stated therein.

Does this mean that the Company are at liberty to rescind the Agreement?

(5) c Para 6, Sub Para 2 Page 8.

"Additional power required" at the end should apparently be "additional power required beyond the limit of - -- 7,500 H.P."

As Government are bound to arrange upto 7,500 H.P. under Clause 2 (d) page 6, the Mines cannot instal their own generating plant for supply of power within this limit.

(6) Para 6, Sub para 3, Page 9.

The words "after the 16th day of July 1920 " may be omitted.

I have seen the discussion relating to this clause but I do not understand how the dates can stand when the reference is not only to Clause 3 of (d) of Para 2 but to all the clauses.

The words "provided that the Companies do not in the meantime recall the said power" at the end may perhaps be omitted, specially as it is not clear what liability the Companies undergo by recalling.

(7). Para 7, sub Para 3, Page 9.

There is some sort of understanding for the Company to take a definite amount of power from the First, Second and Third Installations; no such understanding is traceable as regards Reservoir Power.

Neither John Taylor and Sons nor the Companies in their separate agreements in the main agreement agree to take, even subject to a general relinquishment clause, any ~~defin~~ definite quantity of power from the Reservoir Scheme.

There was such understanding in the old Agreement, vide Clause 6 of the Old Agreement.

(8) Para 12, page 11.

The word "guaranteed" is repeatedly used in clause (a) of this para but is no where defined.

~~-Schedule-3,-i.e.-Kolar Mines-Power-Station-Agreement.~~

After "guaranteed or protected" in line 2 Para 12 (a) I would add "by sufficient storage of water in the Reservoir".

Schedule 3, i.e. Kolar Mines Power Station Agreement.

(9) Para 11, page 22.

Same remark as under (8) above.

In clause (d) of this para for "the rate shall be 10 £ per Horse Power per annum," should be substituted "the rates shall be 10 £ and 12 £ per Horse Power per annum as in clause (c) above".

Under para 9, page 21, as soon as the new Agreement comes into force, the Kolar Mines Power Station can take more than 6 per cent of the total power contracted for at the Kolar Gold Fields and the excess over 6 per cent must be paid for at 12 £ before protection is given. In fact as in all other cases, the rates ~~eb~~ before the ten-year period and the rates after the ten-year period should be the same.

An enhanced rate must be charged for the excess over 6 per cent even before protection is afforded in consideration of the difficulty of supplying a large block of power subject to $33\frac{1}{3}$ % peak load.

5/7/13

G. R. S. 12]

General and Revenue Secretariat. | 87 File No. 1 of 1913

Serial No.	
2	To - Chief Engineer
	No 91 dated 5-7-13.
	furnishes his opinion as call
	in Sl 1

Immediate

II
396

C No. 44/72 Jr - Two agreements one copy

MYSORE P. W. DEPARTMENT,

CENTRAL OFFICE.

Camp: C. R. Works, 28-6-1913.

~~Bangalore~~,

1-7-13

DIARY No. 1

	1913-1914
SECTION	G.A.
FILE No.	1-'13
SERIAL No.	1.

From

KARPUR SHRINIVASRAV, ESQ., B.SC., L.C.E.,

Offg. Secretary to the Government of Mysore,

Public Works Department.

To

The Financial Secretary
to the Govt of Mysore, Bangalore.

Sir,

I am directed to forward herewith a copy of letter, dated the 17th June 1913 received from Messrs John Taylor & Sons' Committee, Oorgaum, together with a copy of new agreement regarding the supply of electrical power to the Mining Companies in the Kolar Gold Fields.

A copy of the final draft of agreement, previously approved of by Govt., also accompanies for purposes of check.

2. On a comparison of the copy now received from the Committee with that finally approved by Govt., slight verbal alterations are noticed in pages 7, 8, 9, 19, 20 and 21 of the former and these are underlined in pencil.

Before formally ratifying the agreement, Govt. will be glad to be favoured with your approval of the alterations or any suggestions you may wish to make in respect thereof.

3. As Govt are anxious to get the agreement signed within a week, I request you will be so good as to treat the matter as urgent and return the copies of agreement with your opinion in four days' time.

4. If the original records are required for reference the same will be duly forwarded, for which you may kindly ask the Asst Secretary at Bangalore.

I have the honor to be,
Sir,
Your most obedt Servt

Karpur Srinivasrav
Offg. Secretary to Govt
P.W. Dept.

Encl to St. 1.
17.1-'13

Letter dated the 17th June 1913 from the Secretary and Treasurer, Messrs John Taylor & Sons' Committee, Oorgaum, to the Secretary to Government, Public Works Department.

CAUVERY POWER TRANSMISSION SCHEME.

NEW AGREEMENT.- In conformity with instructions received from Messrs John Taylor and Sons by the last English Mail, I have the honour to enclose herewith a copy of the New Agreement, relative to the supply of increased and protected Electrical Power, for the approval and signature of the Government of His Highness the Maharaja of Mysore.

In this connection Messrs John Taylor & Sons write us as follows:-

"CONTRACT.- We enclose herewith the following:-

"One Final Print bearing our attested signature.

"Twelve .... Prints unsigned.

"You will please forward one of the unsigned copies to the "Mysore Government for signature and at the same time "notify that you are in a position to hand to them in ex- "change a Print signed by ourselves.

"Please ask the Mysore Government to kindly initial "the slight Printers' error on Page 22, Clause 10- in the "spelling of the word "Representative".

"We return to you the Final Draft you sent to us.

"All the minor revisions inserted by Government and "marked in red ink have been included in the Final Contract

"together with a few slight alterations suggested by "Counsel as marked in violet ink, these latter only tending "to improve the phrasing of the Clauses concerned.

"Counsel has deleted in Clause 7, Page 19, the figures "12" reference to this latter Clause is considered unneces- "sary as it deals specifically with the remission rather "than with the supply of power, to which the opening part "of Clause 7 directly refers".

"The two alterations in pencil, namely:-

"On page 19, Clause 6. ("the" instead of "an")
" 20, " 9. (the word "mentioned" inserted)

"have been put in so as to coincide with similar wording "adopted in Clauses 6 & 9 on Pages 8 & 9 respectively.

"It would be well for you to have affixed to the print "completed by Government, any Indian Stamps that may be "necessary prior to your returning this Document to us".

If you will kindly favour me with early intimation as to the date and time it will be convenient for the Dewan of Mysore to sign the Agreement, I shall be pleased to wait upon him at the Secretariat for the purpose of exchanging the copy of the Agreement signed by the Managers, received today, for the one executed by the Dewan.

&&&&&&&&&&&&&&&&&&&&&&&&&&

3. The last point noticed by me, viz, that relating to the rate for unprotected power to be supplied to Kolar Mines Power Station seems to be of special importance.

I have etc.,

5 - JUL. 1913

Financial Secretary to Govt.

M.L.